

MEMORANDUM OF AGREEMENT

among the

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
EASTERN FEDERAL LANDS HIGHWAY DIVISION**

and

**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
DISTRICT OF COLUMBIA DIVISION**

and

**DISTRICT OF COLUMBIA
DEPARTMENT OF PUBLIC WORKS**

and

**U.S. DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
NATIONAL CAPITAL REGION**

and

**WASHINGTON INTERDEPENDENCE COUNCIL
OF THE DISTRICT OF COLUMBIA**

for

**PLANNING, DESIGN, ENGINEERING AND CONSTRUCTION SERVICES
ASSOCIATED WITH THE REDESIGN AND REHABILITATION
OF THE PROJECT AREA WHICH INCLUDES L'ENFANT PROMENADE (10TH
STREET, S.W.) FROM INDEPENDENCE
AVENUE THROUGH U.S. RESERVATION 719 WHICH INCLUDES AN OVERLOOK
NAMED BENJAMIN BANNEKER PARK
TO THE SOUTHWEST WATERFRONT AND SITE DESIGN AND CONSTRUCTION
SERVICES FOR
THE BENJAMIN BANNEKER MEMORIAL
ON THE
L'ENFANT PROMENADE
WASHINGTON, D.C.**

**MEMORANDUM OF AGREEMENT BETWEEN THE U.S. DEPARTMENT OF
TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION, EASTERN
FEDERAL LANDS HIGHWAY DIVISION; THE U.S. DEPARTMENT OF
TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, D.C. DIVISION;
THE DISTRICT OF COLUMBIA, DEPARTMENT OF PUBLIC WORKS; THE U.S.
DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE, NATIONAL
CAPITAL REGION; AND THE WASHINGTON INTERDEPENDENCE COUNCIL OF
THE DISTRICT OF COLUMBIA, FOR THE PLANNING, DESIGN ENGINEERING AND
CONSTRUCTION SERVICES ASSOCIATED WITH THE REDESIGN AND
REHABILITATION OF THE PROJECT AREA WHICH INCLUDES THE L'ENFANT
PROMENADE (10TH STREET, S.W.) FROM INDEPENDENCE AVENUE THROUGH
U.S. RESERVATION 719 WHICH INCLUDES AN OVERLOOK NAMED BENJAMIN
BANNEKER PARK TO THE SOUTHWEST WATERFRONT AND SITE DESIGN AND
CONSTRUCTION SERVICES FOR THE BENJAMIN BANNEKER MEMORIAL ON
THE L'ENFANT PROMENADE WASHINGTON, D.C.**

This Memorandum of Agreement ("Agreement") entered into by and among the United States Department of Transportation, Federal Highway Administration, Eastern Federal Lands Highway Division ("EFLHD"), the United States Department of Transportation, Federal Highway Administration, D.C. Division ("FHWA D.C. Division") the District of Columbia, Department of Public Works ("DCDPW"), the United States Department of Interior, National Park Service, National Capital Region, ("NPSNCR"), and the Washington Interdependence Council of Washington, D.C. ("WIC"), collectively known as the "parties".

WHEREAS, the purpose of this Agreement is to establish the roles, responsibilities, and procedures under which work shall be performed by the EFLHD, FHWA D.C. Division, DCDPW, NPSNCR, and WIC to conduct planning, design, engineering and construction services associated with the redesign and rehabilitation of the project area which includes the L'Enfant Promenade (10th Street, S.W.) from Independence Avenue through U.S. Reservation 719 which includes an overlook named Benjamin Banneker Park to the Southwest Waterfront and site design and construction services for the Benjamin Banneker Memorial ("Memorial") on the L'Enfant Promenade Washington, D.C.

WHEREAS, the DCDPW has the jurisdictional and maintenance responsibility for the L'Enfant Promenade (10th Street, S.W.) from Independence Avenue to U.S. Reservation 719;

WHEREAS, the DCDPW has requested assistance from the EFLHD to conduct the planning, design, engineering and construction services of the L'Enfant Promenade (10th Street, S.W.) from Independence Avenue to U.S. Reservation 719 and to prepare the site design for the Memorial on the L'Enfant Promenade;

WHEREAS, 23 U.S.C. §308(a) authorizes the FHWA to perform engineering and other services in connection with the survey, design, construction, and improvements of highways for other federal or state cooperating agencies;

WHEREAS, the EFLHD has the authority under 23 U.S.C. §308 to enter into partnerships and interagency agreements among federal and state transportation agencies to provide highway and bridge infrastructure improvements;

WHEREAS, the FHWA D.C. Division is the Federal agency with administrative, financial, and project implementation and management oversight of the District of Columbia's Federal-aid Highway program;

WHEREAS, 23 U.S.C. §132 authorizes EFLHD to receive funds in advance of the estimated Federal share of a proposed Federal-aid project;

WHEREAS, the NPS has the jurisdictional and maintenance responsibility for the approximate 4.67 acre U.S. Reservation 719 that includes the .6 acre overlook feature known as Benjamin Banneker Park, located at the southern end of the L'Enfant Promenade;

WHEREAS, the parties will work cooperatively to redesign and revitalize the L'Enfant Promenade in such a manner that the facility will better accommodate vehicular traffic, pedestrians, and bicyclists by incorporating a memorial, and other public amenities into the facility in an effort to link tourist traffic between the National Mall and the District's southwest waterfront;

WHEREAS, Public Law 105-355 §512 authorizes the WIC to establish a memorial in the District to honor and commemorate the accomplishments of Benjamin Banneker which is envisioned as a statue and pedestal;

WHEREAS, Public Law 105-355 §512(c) stipulates that no federal funds may be used to pay for the establishment of the Benjamin Banneker Memorial;

WHEREAS, the WIC is completely responsible for raising funds to design and establish the Benjamin Banneker Memorial subject to the approval of the Secretary of the Interior, the National Capital Memorial Commission, the Commission of Fine Arts, and the National Capital Planning Commission;

WHEREAS, the WIC after satisfactory completion and acceptance by all parties of the Benjamin Banneker Memorial, will convey the statue and pedestal to the NPSNCR and will allow for federal maintenance and preservation of the statue and pedestal which are to be located on D.C. land;

WHEREAS, the NPS is responsible for managing federal lands in accordance with the Organic Act, 16 U.S.C. to conserve and to provide for enjoyment of the same in such a manner as will leave them unimpaired for the enjoyment of future generations;

WHEREAS, the DCDPW will continue to retain responsibility for the L'Enfant Promenade upon completion of the project and retains the responsibility for the structural integrity of the area of the L'Enfant Promenade upon which the Memorial is to be supported;

WHEREAS, the NPSNCR shall assume responsibility for the perpetual maintenance and preservation of the Benjamin Banneker Memorial upon its successful completion by WIC; and continue to maintain all of U.S. Reservation 719 including the overlook named Benjamin Banneker Park; and

WHEREAS, the EFLHD, FHWA D.C. Division, NPSNCR, and DCDPW are authorized to enter into this Agreement pursuant to the authority contained in 31 U.S.C. §1535 and 1537.

NOW, THEREFORE, pursuant to the authority contained in 16 U.S.C. §1 *et seq.*; 31 U.S.C. §1535 and 1537; Title 23 C.F.R. (Highways); the Commemorative Works Act (P.L. 99-652); the Intermodal Surface Transportation Efficiency Act (P.L. 102-240, December 18, 1991); the Surface Transportation Extension Act of 1997 (P.L. 105-130); the Transportation Equity Act for the 21st Century (P.L. 105-130, June 9, 1998), and the Transportation Equity Act-Restoration Act (P.L. 105-206, July 22, 1998) the parties in consideration of the mutual promises herein expressed, do hereby agree as follows:

ARTICLE I: SCOPE OF WORK (Obligations, Responsibilities, and Funding)

A. The DCDPW agrees to:

1. Participate on the project planning and design team and lead the review by the parties of all planning, design and construction activities;
2. Provide the required federal funding and local matching share of project planning, design, and construction improvement costs. It is understood that pursuant to Public Law 105-355 §512(c), no federal funds may be used to pay any expense of the establishment of the Benjamin Banneker Memorial;
3. Approve the final design standards for all improvements;
4. Assist EFLHD with activities necessary to obtain the required final environmental clearances and to coordinate the entire project;
5. Assign one project planner and one design engineer for the project so that all communication regarding the planning, design, and future construction of this project will be coordinated and managed through those persons;

6. Assist EFLHD with design alternatives and public meetings;
7. Participate in all design field reviews;
8. Submit for review and approval final contract plans, specifications, and engineering estimate ("PS&E") packages to the FHWA D.C. Division;
9. Prepare all necessary Federal-aid project approvals and authorization documents (Form 351/1240/Federal-aid Project Agreement (PR2A));
10. Prepare project documentation as part of the District's Annual Plan of Transportation Contracts and Capital Improvement Budget for approval of the D.C. Council and the Financial Responsibility and Management Assistance Authority;
11. Co-monitor projects' progress to ensure the satisfactory completion of the project;
12. Confer with EFLHD on all significant design and construction change orders, claims, and non-participating federal-aid costs;
13. Participate in the final construction inspection and closeout of this project;
14. Continue to maintain the L'Enfant Promenade with the exception of the physical Benjamin Banneker Memorial (to which the final dimensions will be determined at the time of final design approval by all parties);
15. Allow the NPSNCR access across D.C. property for NPSNCR maintenance and preservation of the Banneker statue and pedestal; and,
16. The NPSNCR will not be responsible for maintaining the structural integrity of the L'Enfant Promenade and Memorial support features.

B. The FHWA D.C. Division agrees to:

1. Participate on the project planning and design team;
2. Review and approve federal funding for the planning, design, and construction phases of this project;
3. Advance funds by phase for the estimated Federal share for proposed planning, design, and construction improvements in accordance with 23 U.S.C. §132 [not to include federal funds for the establishment of the Benjamin Banneker Memorial];
4. Approve environmental documentation required by the National Environmental

Policy Act (NEPA), as amended, and 23 CFR §771, including the Environmental Impact Statement, Record of Decision, Categorical Exclusion, Finding of No Significant Impact, and 4(f) Statement, and the coordination and approval of Section 106 in accordance with the National Historic Preservation Act;

5. Approve right-of-way plans and administratively review the right-of-way acquisition and utility relocation activities;
6. Approve the final PS&E packages for advertisement; and
7. Participate in the final construction inspection and closeout of the project.

C. The EFLHD agrees to:

1. Perform planning, design, and engineering services and prepare the contract PS&E package associated with the redesign and rehabilitation of the L'Enfant Promenade and U.S. Reservation 719 including site design and construction enhancements associated with the Benjamin Banneker Memorial;
2. Request written comments and concurrence from the DCDPW and the FHWA D.C. Division for the following activities and/or products:
 - (a) preliminary plans, including alternatives;
 - (b) right-of-way plans, based on 35 percent design;
 - (c) plan-in-hand plans (70 percent plans);
 - (d) final contract PS&E packages (95 percent plans); and,
 - (e) completed construction project;
3. Administer all surveying, mapping and subsurface investigations for final design activities;
4. Act as the lead agency, in cooperation with FHWA D.C. Division for the preparation and approval of the NEPA document for this project;
5. Prepare the environmental documentation required pursuant to NEPA and 23 CFR §771, including the Environmental Impact Statement, Record of Decision, Categorical Exclusion, or Finding of No Significant Impact, and the coordination and approval of Section 106 in accordance with the National Historic Preservation Act;
6. Prepare documents for 4(f) statement, Coast Guard permit, Section 404 clearance (permit), Section 106 statement, National Park Service permits, and any construction permits and utility clearances required for each project;

7. Acquire any necessary utility and railroad easement agreements;
8. Design projects in accordance with the District of Columbia Downtown Streetscape Regulations, the Interagency Initiative for National Mall Road Improvement Program Streetscape Manual, applicable AASHTO standards and guides and use the DCDPW Standard Specifications for Highways and Structures, 1996, as amended [and as the contracting office, the General Provisions (Division 100) of the Standard Specifications for Highways and Structures, will be deleted and substituted with the General Requirements (Section 100) of the Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, 1996, as amended];
9. Select a consultant for planning, design, and construction assistance from available consultants in the Washington metropolitan area using procurement procedures in accordance with the Federal Acquisition Regulations (FAR), and the Transportation Acquisition Regulations (TAR);
10. Convene a panel of architectural and urban design experts to explore redesign concepts of the L'Enfant Promenade and improve the pedestrian connections across U.S. Reservation 719 to the Southwest waterfront;
11. With DCDPW, NPSNCR, and WIC representatives conduct public hearings to discuss design alternatives;
12. Submit a Standard Form 1080 Voucher [including federal taxpayer identification number, DUNS number and federal bank account number] to the DCDPW and FHWA D.C. Division for review and approval, funding requests pursuant to Title 23 U.S.C. §132 funding requests in two stages:
 - (a) for planning, preliminary engineering, environmental compliance, and agreements; and,
 - (b) for construction, construction engineering, and contingencies.
13. Coordinate and incorporate requirements of Advisory Neighborhood Commissions, National Capital Planning Commission, Commission of Fine Arts, State Historic Preservation Officer, DC Department of Consumer and Regulatory Affairs, National Park Service, utilities, railroads, business, neighborhood and civic associations;
14. Spend project funding in accordance with spending plans authorized by appropriate legislative bodies, the District of Columbia Financial Responsibility and Management Assistance Authority and the District's Office of the Chief Financial Officer;

15. Procure the construction contract in accordance with the FAR and the TAR and advertise and award the construction contract at a time requested y the DCDPW;
16. Coordinate with DCDPW and FHWA D.C. Division the analysis of bidders and bids;
17. Administer the construction contract including necessary construction inspections and provide to DCDPW before and after digital photo documentation;
18. Transport and install the completed Benjamin Banneker Memorial to the designated site on L'Enfant Promenade during the final construction phase of this project;
19. Prepare a temporary sign visible to the public on D.C. property, indicating the funding sources and participation levels provided by the federal government and the District of Columbia and design, locate and construct a permanent sign commemorating this project;
20. Assume responsibility for the administrative settlement or adjudication of claims arising from contracts awarded by the EFLHD and covered by this Agreement in accordance with the FAR and TAR, and subject to the availability of project funds;
21. Provide the DCDPW with a quarterly financial report reflecting the status of obligations and expenditures;
22. Adjust financial accounting information and return unexpended funds based upon the final cost of the project pursuant to Title 23 U.S.C. §132; and,
23. For the purposes of utility adjustments or relocations, the EFLHD will act for and on behalf of the DCDPW, and all prior rights shall be considered to be continuing to be under the jurisdiction of the DCDPW. Since the EFLHD is acting on behalf of the DCDPW with regard to utility adjustments, the same rights will apply with regard to adjustment or relocation costs and to the waiver of inspection fees incurred by the EFLHD on behalf of the DCDPW.

D. The NPSNCR agrees to:

1. Act as the lead agency and be responsible for guiding the decisions associated with the planning, design and location of the proposed Benjamin Banneker Memorial on the L'Enfant Promenade and the planned construction of bike and pedestrian improvements to the Southwest waterfront associated with the amendment of the design of U.S. Reservation 719 including Benjamin Banneker Park;

2. Provide design and engineering assistance with the EFLHD and DCDPW for the planning and design of portions of this project within U.S. Reservation 719;
3. Participate on the project planning and design team;
4. Assist with the preparation of the NEPA decision documentation;
5. Assist with the activities necessary to provide the required final environmental and historical clearances and the requisite coordination and approval process;
6. Assist the EFLHD and DCDPW with design alternative public involvement meetings;
7. Assist EFLHD with the preparation of documents for 4(f) statement, Section 106 statement, and any other necessary permits;
8. Participate in necessary construction inspections and the final inspection of the project with the EFLHD and DCDPW; and,
9. Assume responsibility for the perpetual maintenance and preservation of the Benjamin Banneker Memorial statue and pedestal after satisfactory completion and acceptance by all parties to the project in accord with § 512 of Public Law 105-355;

E. The WIC agrees to:

1. Act as the lead agency and be responsible for raising funds and designing the Benjamin Banneker Memorial and for obtaining design approval of the Secretary of the Interior, Commission of Fine Arts, and the National Capital Planning Commission;
2. Fund the establishment of the Benjamin Banneker Memorial statue and pedestal;
3. Co-monitor projects' progress to ensure the satisfactory completion of Benjamin Banneker Memorial;
- ✓ 4. Participate on the project planning and design team;
- ✓ 5. Assist the EFLHD, DCDPW, and NPSNCR with the design alternative public involvement meetings;
6. Take sole responsibility for accepting contributions and accounting for funds associated with the establishment of the Benjamin Banneker Memorial;

7. Ensure that no federal funds are used to pay for any expense for the establishment of the memorial;
- ✓ 8. Coordinate all press and media related matters concerning this project with DCDPW, EFLHD and NPSNCR; and
9. Transfer to the NPSNCR, by letter agreement, the Banneker statue and pedestal for NPS maintenance and preservation.

ARTICLE II: TERM OF AGREEMENT

This Agreement shall be in force for five (5) years from the date of the last approving signature, and shall remain in effect until the work, including payment, has been completed to the mutual satisfaction of the DCDPW, WIC, NPSNCR, EFLHD, and FHWA D.C. Division.

This Agreement may be renewed for an additional term upon the written consent of the parties. The Agreement may be modified by written consent of all of the parties to cover any questions that may arise subsequent to the date of this Agreement.

All parties to the Agreement will be afforded the opportunity to inspect, at any time, work in progress, the financial records, and any other supporting documentation; and to participate in all meetings, field reviews, bid openings, pre-construction conferences, and periodic and final construction inspections.

ARTICLE III: KEY OFFICIALS AND CONTACTS

A. For the EFLHD:

KEY OFFICIAL:

Mr. Allen W. Burden, P.E.
Division Engineer
Eastern Federal Lands
Highway Division
Federal Highway Administration
21400 Ridgetop Circle
Sterling, VA 20166-6511
(703) 404-6203 (phone)
(703) 404-6217 (fax)

CONTACT PERSON:

Mr. Alan T. Teikari
Planning & Coordination Engineer
Eastern Federal Lands
Highway Division
Federal Highway Administration
21400 Ridgetop Circle
Sterling, VA 20166-6511
(703) 404-6277 (phone)
(703) 404-6217 (fax)

B. For the FHWA D.C. Division:

KEY OFFICIAL:

Mr. James Cheatham
Administrator
D.C. Division
Federal Highway Administration

CONTACT PERSON:

Mr. Edward A. Sheldahl
Fields Operations Engineer
D.C. Division
Federal Highway Admin.

820 First Street, N.E.
Suite 750
Washington, D.C. 20002
(202) 523-0163 (phone)
(202) 523-0181 (fax)

820 First Street, N.E.
Suite 750
Washington, D.C. 20002
(202) 523-0168 (phone)
(202) 523-0181 (fax)

C. For the DCDPW:

KEY OFFICIAL:

Ms. Vanessa Dale Burns
Director
Department of Public Works
2000 14th Street, N.W., 6th Floor
Washington, D.C. 20009
(202) 673-6812 (phone)
(202) 939-8191 (fax)

CONTACT PERSON:

Mr. James Evans
Chief of Resource Allocation
Department of Public Works
2000 14th Street, N.W., 7th Floor
Washington, D.C. 20009
(202) 673-2377 (phone)
(202) 939-7185 (fax)D. For the NPSNCR

D. For the NPSNCR

KEY OFFICIAL:

Mr. Terry R. Carlstrom
Regional Director
U.S. Department of Interior
National Park Service
National Capital Region
1100 Ohio Drive, S.W.
Washington, D.C. 20242
(202) 619-7000(phone)
(202) 619-7220(fax)

CONTACT PERSON:

Mr. John G. Parsons
Associate Regional Director
U.S. Department of Interior
National Park Service
National Capital Region
1100 Ohio Drive, S.W.
Washington, D.C. 20242
(202) 619-7025 (phone)
(202) 619-7420 (fax)

E. For the WIC

KEY OFFICIAL:

Ms. Peggy C. Seats
Executive Director
Washington Interdependence Council
2020 Pennsylvania Avenue, N.W. Suite 225
Washington, D.C. 20006
(202) 387-3380 (phone)
(202) 387-6967 (fax)

CONTACT PERSON:

Ms. Peggy C. Seats
Washington Interdependence Council

ARTICLE IV: TERMINATION

This Agreement will terminate when its five (5) year term or renewal period has expired or when all transfers of funds are completed and all work associated with this Agreement has been inspected and approved in writing by the parties with written notification to the FHWA DC Division.

In case of the failure on the part of any party to observe any of the conditions of the Agreement, the affected party may terminate this Agreement for default without any legal process whatsoever

by giving thirty (30) days written notice of termination to such party, effective at the end of the thirty (30) day period.

Any party may terminate this Agreement for its convenience when it is in the best interest of the public to do so, without legal process by giving thirty (30) days notice to the other parties. Such termination shall not be deemed a breach of the Agreement.

ARTICLE V: ASSIGNMENT

No transfer or assignment of this Agreement, or any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer or assignment is first approved in writing by the EFLHD, FHWA D.C. Division, NPSNCR, and DCDPW.

ARTICLE VI: LIABILITY

- A. The parties accept full responsibility for any property damage, injury, or death caused by the acts or omissions of their respective employees, acting within the scope of their employment, or their contractors' scope of work, to the fullest extent of the law. All claims shall be processed pursuant to applicable governing law. To the extent that work is performed by other than federal or District employees, those persons shall be licensed to do business in the District of Columbia, as indicated in 23 C.F.R. §635.110(c).
- B. Construction contracts awarded by the EFLHD will include by reference Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP (current edition), particularly Section 107, which among other things requires the Contractor to indemnify and hold harmless the Government from all claims for injuries or damage resulting from construction operations, or arising out of the negligent performance of the contract.

To the extent that work is performed by other than federal or District employees, the parties shall require such person or corporation to:

- 1. Procure public and employee liability insurance from a responsible company or companies with a minimum limitation of One Million Dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of Three Million Dollars (\$3,000,000) for any number of claims arising from any one incident. The policies shall name the United States and the District of Columbia as an additional insured, shall specify that the insured shall have no right of subrogation against the United States and the District of Columbia for payments of any premiums or deductibles due thereunder, and shall specify that the insurance shall be assumed by, be for the account of, and be at the insured's sole risk. Pay the United States and the District of Columbia the full value for all damages to the lands or other

property of the United States or the District of Columbia caused by such person or organization, its representatives, or employees;

2. In the event the United States is paid for damages to property owned by the District of Columbia, then said payment will be forwarded to the appropriate party;
3. Indemnify, save and hold harmless, and defend the United States, the District of Columbia and all other parties, against all fines claims, damages, losses, judgments, and expenses arising out of or from any omission of activity of such person, organization, its representatives or employees; and,
4. The Standard Specification for Construction of Roads FP (current edition), Section 107, also holds the Contractor responsible for the protection and restoration of property and landscape.

- C. **TORT CLAIMS:** Any claim filed under the Federal Tort Claims Act (28 U.S.C. §2671 et seq. (1994)), alleging an injury during the performance of this Agreement, which may be traced to a party, shall be received and processed by the party having responsibility for the particular injury causing condition.

ARTICLE VII: REQUIRED AND STANDARD CLAUSES

- A. Nothing in this Agreement shall be construed as limiting or affecting the legal authorities of the DCDPW, NPSNCR or the FHWA, or as requiring the parties to perform beyond their respective authorities. Nothing in this Agreement shall be deemed to bind any party to expend funds in excess of available appropriations.
- B. **NON-DISCRIMINATION:** The parties shall not discriminate in the selection of employees or participants for any employment or other activities undertaken pursuant to this Agreement on the grounds of race, creed, color, sex, or national origin, and shall observe all of the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. §2000(d) et seq.). The parties shall take positive action to ensure that all applicants for employment or participation in any activities pursuant to this Agreement shall be employed or involved without regard to race, creed, color, sex, or national origin.
- C. **ANTI-DEFICIENCY ACT:** Pursuant to the Anti-Deficiency Act, 31 U.S.C. §1341(a)(1) (1994), nothing contained in this Agreement shall be construed as binding the United States or the District of Columbia to expend any sum in excess of appropriations made by Congress for the purposes of this Agreement, or as involving the United States or the District of Columbia in any contract or other obligation for the further expenditure of money in excess of such appropriations.

D. **INTEREST OF MEMBERS OF CONGRESS:** No member of, or Delegate to, or Resident Commissioner in Congress shall be admitted to any share or part of this Agreement, or to any benefits that may arise therefrom, unless the share or part or benefit is for the general benefit of a corporation or company.

E. **LOBBY PROHIBITION:** The parties will abide by the provisions of Section 1913 (Lobbying with Appropriated Monies) of 18 U.S.C., which states:

No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other devise, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its departments or agencies from communicating to Members of Congress on the request of any Members of Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of public business.

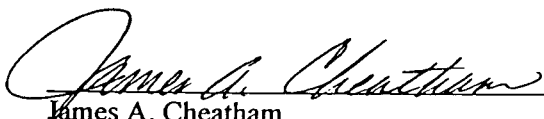
F. This Agreement is subject to all laws governing Federal and District of Columbia procurement and to all regulations and rules promulgated thereunder, whether now in force or hereafter enacted or promulgated, except as specified in this Agreement. Nothing in this Agreement shall be construed as in any way impairing the general powers of the District of Columbia and NPSNCR for supervision, regulation, and control of its property under such applicable laws, regulations, and rules.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

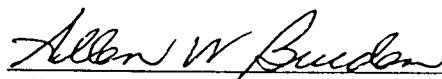
**DISTRICT OF COLUMBIA
DEPARTMENT OF PUBLIC WORKS**

 1/12/00
Vanessa Dale Burns Date
Director

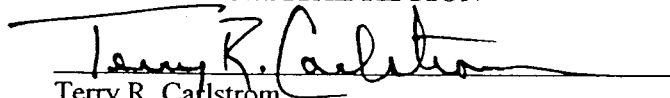
**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
DISTRICT OF COLUMBIA DIVISION OFFICE**

 1/12/00
James A. Cheatham Date
Division Administrator

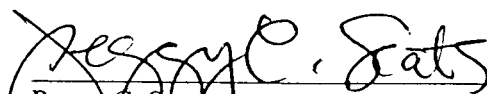
**U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
EASTERN FEDERAL LANDS HIGHWAY DIVISION**

 1/12/00
Allen W. Burden, P.E. Date
Division Engineer

**U.S. DEPARTMENT OF INTERIOR
NATIONAL PARK SERVICE
NATIONAL CAPITAL REGION**

 1/12/00
Terry R. Carlstrom Date
Regional Director

WASHINGTON INTERDEPENDENCE COUNCIL

 1/12/00
Peggy C. Seats Date
Executive Director

MEMORANDUM OF AGREEMENT No: DCDPW-FHWA-NPS-WIC-00-00001 PLANNING, DESIGN ENGINEERING AND CONSTRUCTION SERVICES ASSOCIATED WITH THE REDESIGN AND REHABILITATION OF THE PROJECT AREA WHICH INCLUDES L'ENFANT PROMENADE (10TH STREET, S.W.) FROM INDEPENDENCE AVENUE THROUGH U.S. RESERVATION 719 WHICH INCLUDES AN OVERLOOK NAMED BENJAMIN BANNEKER PARK TO THE SOUTHWEST WATERFRONT AND SITE DESIGN AND CONSTRUCTION SERVICES FOR THE BENJAMIN BANNEKER MEMORIAL ON THE L'ENFANT PROMENADE WASHINGTON, D.C.